# UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

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In re : Chapter 11 Case No.

LEHMAN BROTHERS HOLDINGS INC., et al., : 08-13555 (JMP)

Debtors. : (Jointly Administered)

----X

### NOTICE OF PARTIAL TRANSFER OF CLAIM PURSUANT TO FRBP RULE 3001(e)(2)

1. TO:

EFG Bank AG ("Transferor")

Bahnhofstrasse 16 P.O Box 2255 8022 Zurich Switzerland

Attn: Isabel Faragalli

2. Please take notice that the transfer of a portion of your claim against LEHMAN BROTHERS HOLDINGS INC., et al, Case No. 08-13555 (JMP) arising from and relating to Proof of Claim No. 55837 (attached as Exhibit A hereto), has been transferred to:

Barclays Bank PLC ("<u>Transferee</u>") 745 Seventh Avenue New York, NY 10019 Telephone: (212) 412-2865

Email: daniel.crowley@barclayscapital.com daniel.miranda@barclayscapital.com

An executed "Evidence of Transfer of Claim" is attached as <u>Exhibit B</u> hereto. All distributions and notices regarding the transferred portion of the claim should be sent to the Transferee as provided in Exhibit C hereto.

- 3. No action is required <u>if you do not object</u> to the transfer of your claim. However, **IF YOU**OBJECT TO THE TRANSFER OF YOUR CLAIM, WITHIN <u>20 DAYS</u> OF THE DATE OF THIS NOTICE, YOU MUST:
- -- FILE A WRITTEN OBJECTION TO THE TRANSFER with:

United States Bankruptcy Court Southern District of New York Attn: Clerk of Court Alexander Hamilton Custom House One Bowling Green New York, NY 10004-1408 08-13555-mg Doc 23536 Filed 12/19/11 Entered 12/19/11 11:04:33 Main Document Pg 2 of 20

	SEND A COPY OF YOUR OBJECTION TO THE TRANSFEREE
	Refer to INTERNAL CONTROL NO in your objection and any further correspondence related to this transfer.
4. TIME OUR I	If you file an objection, a hearing will be scheduled. IF YOUR OBJECTION IS NOT LY FILED, THE TRANSFEREE WILL BE SUBSTITUTED FOR THE TRANSFEROR ON RECORDS AS A CLAIMANT IN THIS PROCEEDING.
	CLERK
FOR C	CLERK'S OFFICE USE ONLY:
This no	otice was mailed to the first named party, by first class mail, postage prepaid on, 2009
INTER	NAL CONTROL NO
Сору: (	check) Claims Agent Transferee Debtors' Attorney
	×
	Deputy Clerk

### EXHIBIT A

[Proof of Claim]

Lehman Brothe c/o Epiq Bankri FDR Station, P. New York, NY			LEHMAN SEC PRO	CURITIES PROGRAMS OF OF CLAIM
In Re; Lehman Brothe Debtors.	rs Holdings Inc., et al.,	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Lehman Bro	Southern District of New York others Holdings Inc., Et Al. 8-13555 (JMP) 0000055837
based on Leh	orm may not be used on the programs Securies of the programs Securies of the program of the prog	to file claims other than the ities as listed on s of July 17, 2009	nose	
Creditor) EF Ba P.C 802 Sw Att	G Bank AG hnhofstrasse 16 D. Box 2255 22 Zurich vitzerland tn: Isabel Faragalli		Greenberg Traurig LLP 200 Park Avenue New York, NY 10166 Attn: Maria DiConza Telephone number: (212) 801-1278 Email: diconzam@gtlaw.com	Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number:  (If known)  Filed on:
(Same as abova)	)	be sent (if different from above mail Address: isabel.faragalli@	,	Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
and whether suc dollars, using the you may attach a Amount of Clai Check this be 2. Provide the this claim with re which this claim	m:S See Exhibit A to  ox if the amount of claim international Securities to  International Securities to  relates.	tous, whether you owned the Lie fixed or liquidated before or a ble on September 15, 2008. If y amounts for each Lehman Prog Attachment to Proof of Claim includes interest or other charge dentification Number (ISIN) for ehman Programs Security, you	chman Programs Securities on Septen after September 15, 2008. The claim you are filing this claim with respect to rams Security to which this claim rela (Required) as in addition to the principal amount	due on the Lehman Programs Securities.  which this claim relates. If you are filing for the Lehman Programs Securities to
3. Provide the Cl appropriate (each from your account than one Lehman relates. Clearstream Ba number: See Exhibit A	earstream Bank Blocking n, a "Blocking Number") in tholder (i.e. the bank, bro n Programs Security, you in the Blocking Number, Ea to Attachment to Proof	Number, a Euroclear Bank Ele for each Lehman Programs Secu sker or other entity that holds so may attach a schedule with the uroclear Bank Electronic Inst of Claim (Requ	ctronic Reference Number, or other durity for which you are filing a claim. such securities on your behalf). If you Blocking Numbers for each Lehman Fruction Reference Number and or dired)	epository blocking reference number, as You must acquire a Blocking Number are filing this claim with respect to more Programs Security to which this claim other depository blocking reference
accountholder (i.e	e. the bank, broker or other	er entity that holds such securiti		r Lehman Programs Securities for which participant account number from your s should not provide their personal account
GROOT AND	eam # 32441		quired)	
disclose your ider	ntity and holdings of Lehn s and distributions.	am Bank or Other Depository zed, Euroclear Bank, Clearstrea nan Programs Securities to the	m Bank or other depository to Debtors for the purpose of	OCT 2 9 2009
10/28/09	number if different from any.	the notice address above. Attac	gn and print name and title, if any, im and state address and telephone th copy of power of attorney, if	EPIQ BANKRUPTCY SOLUTIONS, ELC
renally	jor presenting fraudulent	eraim: Fine of up to \$500,000	or imprisonment for up to 5 years, or	both. 18 U.S.C. §§ 152 and 3571

### INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

### Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

### Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

### DEFINITIONS

### Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

### Creditor

A creditor is the person, corporation, or other entity owed a aebt by the debtor on the date of the bankruptcy filing.

### Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

### Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing c/o Epiq Bankruptcy Solutions, LLC FDR Station, PO Box 5076 New York, NY 10150-5076

### Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009.

### INFORMATION

### Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (http://www.lehman-docket.com) to view your filed proof of claim.

### Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

NY239,874,361v1



EFG Bank Bahnhofstrasse 16 / P.O. Box 2255 8022 Zurich / Switzerland +41 44 226 17 17 Telephone Facsimile +41 44 226 17 26 www.efgbank.com

### POWER OF ATTORNEY

In connection with the filing of claims against Lehman Brothers Holdings Inc. in accordance with the Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form entered by the United States Bankruptcy Court for the Southern District of New York (the "Lehman Bar Date Order"), EFG Bank AG, Zurich (the "Company") hereby appoints Maria DiConza from Greenberg Traurig, LLP (the "Attorney"; which expression shall include any substitute attorney appointed hereunder) to act as our true and lawful attorney-in-fact with power to:

- Sign and submit the claims filed pursuant to the Lehman Bar Date Order registered in the name of EFG Bank AG and EFG Bank, Hong Kong Branch; and
- to do all other acts and things and sign all other documents which may be required or which the Attorney reasonably considers necessary or desirable in connection with the Lehman Bar Date Order.

The Attorney may at any time appoint one or more persons to act as a substitute attorney for the Company in his place with power to exercise all or any of the powers conferred on the Attorney by this Power of Attorney other than the power to appoint a substitute attorney. Any such appointment of a substitute attorney may be revoked by the Attorney at any time.

The authority conferred on the Attorney by this Power of Attorney shall terminate on 3 November 2009.

This Power of Attorney is governed by, and shall be construed in accordance with the laws of Switzerland under the exclusion of conflict-of-laws rules.

27 October 2009

EFG Bank AG

- Fry - Zg

Name: Fred Link Title: General Coursel

Name: Isabel Faragalli
Title: First Vice President

# ATTACHMENT TO PROOF OF CLAIM OF EFG BANK AG IN THE CHAPTER 11 CASES OF LEHMAN BROTHERS HOLDINGS, INC.

### A. Introduction

- 1. On September 15, 2008 (the "Petition Date"), Lehman Brothers Holdings Inc. ("LBHI") filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). Subsequently, eighteen (18) additional affiliates of LBHI (together with LBHI, the "Debtors") filed voluntary petitions for relief in the Bankruptcy Court. These cases are being jointly administered for procedural purposes before Judge James M. Peck as Case No. 08-13555.
- 2. On July 2, 2009, the Bankruptcy Court entered an Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form (the "Bar Date Order") (Docket No. 4271). The Bar Date Order, among other things, established November 2, 2009, at 5:00 p.m. (prevailing Eastern Time) (the "Securities Program Bar Date") as the last date and time for each person or entity to file a proof of claim based on securities issued by the Debtors or one of the Debtors' affiliates outside of the United States, which is identified on http://www.lehman-docket.com under the heading "Lehman Program Securities" (each, a "Lehman Program Security" and collectively, the "Lehman Program Securities"). In accordance with the requirements relating to Lehman Program Securities under the Bar Date Order, EFG Bank AG (the "Claimant") hereby files this Lehman Program Security Proof of Claim.

### B. <u>Claim Arising Under Lehman Program Securities</u>

- 3. The Claimant is the holder or authorized representative of the holder of Lehman Program Securities. The International Securities Identification Number ("ISIN") identifying each Lehman Program Security, along with the respective Euroclear electronic instruction reference number or Clearstream blocking reference number or other depository blocking reference number is detailed on the spreadsheet attached hereto as Exhibit A.
- 4. The Claimant asserts a claim (the "Claim") for each Lehman Program Security in the aggregate liquidated amount as set forth on Exhibit A as of the Petition Date, plus any and all other interest, costs, fees, expenses, or additional amounts due and owing under the documents associated with each Lehman Program Security, including the terms and conditions and pricing supplements for each issuance, and under applicable law. Exhibit A sets forth the aggregate amount of the claim for each Lehman Program Security in US Dollars as of September 15, 2009, as required by the Bar Date Order. Claimant reserves the right to assert that a different currency or exchange rate is applicable to the claim.

### C. Guaranty Claim

- 5. To the extent that a Lehman Program Security has been issued by an affiliate of the Debtors outside the United States with a related guaranty issued by LBHI, the Claimant has and asserts a claim against LBHI based on amounts owed pursuant to the promise, representation or agreement to answer for the payment of some debt or the performance of some duty in case of the failure of another person or entity who is liable in the first instance (the "Guaranty").
- In reliance on pg. 14, subparagraph (h) of the Bar Date Order, the Claimant does
  not intend to complete a Guarantee Questionnaire (as that term is defined in the Bar Date Order)
  on account of its Guaranty Claim.

### D. Reservation of Rights

- 7. The Claimant reserves the right to file a proof of claim or other evidence of its indebtedness in any pending or future proceeding in another jurisdiction arising out of either the Lehman Program Security or the Guaranty. The Claimant's filing of this Proof of Claim is without prejudice to its right to assert substantially similar claims in the insolvency proceedings relating to any of the Debtors' affiliates in other jurisdictions.
- 8. To the extent that the Debtors assert claims against the Claimant of any kind, the Claimant reserves the right to assert that such claims by the Debtors are subject to rights of setoff or recoupment, which rights may be treated as secured claims under the Bankruptcy Code. To the extent that the Debtors or any other party take any action that would give rise to a counterclaim, cross claim or other claims against the Debtors, the Claimant reserves all rights to assert such claim.
- 9. The Claimant reserves the right to (i) amend, clarify, modify, update or supplement this Proof of Claim at any time and in any respect, including without limitation to assert additional claims and requests for payment or additional grounds for its claims, or to specify the amount of the Claimant's contingent, unmatured or unliquidated claims as they become non-contingent, matured or liquidated; (ii) file additional proofs of claim at any time and in any respect; or (iii) file a request for payment of administrative or priority expenses in accordance with 11 U.S.C. §§ 503(b) and 507(a). By virtue of the filing of this Proof of Claim, the Claimant does not waive, and hereby expressly reserves, its right to pursue claims and requests for payment, including but not limited to, the claims and requests for payment described herein against the Debtors based upon alternative legal theories.

- 10. By filing this Proof of Claim, the Claimant does not waive, and specifically preserves, its procedural and substantive defenses to any claim that may be asserted against it by the Debtors, by any trustee of their estates, by any official committee appointed in these chapter 11 cases, or any other party.
- 11. The Claimant also reserves all rights accruing to it against the Debtors, and the filing of this Proof of Claim is not intended to be and shall not be construed as (a) an election of remedies or (b) a waiver or limitation of any rights of the Claimant. The Claimant reserves the right to withdraw this Proof of Claim with respect to any claims for any reason whatsoever.
- 12. This Proof of Claim shall not be deemed to be a waiver of the Claimant's right (i) to have final orders in non-core matters entered only after *de novo* review by a District Court Judge, (ii) to trial by jury in any proceeding so triable in these cases or any case, controversy, or proceeding related to these cases, (iii) to have the District Court withdraw the reference in any matter subject to mandatory or discretionary withdrawal, or (iv) to any other rights, claims, actions, set-offs, or recoupments to which the Claimant is or may be entitled, in law or in equity, all of which rights, claims, actions, defenses, set-offs, and recoupments the Claimant expressly reserves.
- 13. By the filing of this Proof of Claim, the Claimant does not submit to the jurisdiction of the Bankruptcy Court for any purpose other than with respect to this Proof of Claim.

### D. Notices

14. All notices regarding this Proof of Claim should be sent to:

EFG Bank AG Bahnhofstrasse 16 P.O. Box 2255 8022 Zurich Switzerland Attn: Isabel Faragalli

with a copy to:

Greenberg Traurig LLP 200 Park Avenue New York, NY 10166 Attn: Maria DiConza

15. Pursuant to pg. 14, subparagraph (i) of the Bar Date Order, the Claimant does not attach to this Proof of Claim or otherwise submit any documentation supporting the claim under the Lehman Program Security.

NY239,760,703v3

Currency (CCY)	ISIN CODE	Clearstream Blocking Number (#)	Principal to Claim in Local Currency	Accrued Interest to Claim in Local Currency	Principal to Claim in USD (as at 09/15/2008)	Accrued Interest to Claim in USD	Total Claim in USD
EUR	ANN5214A7313	CA58234	13:373	VIA	19:047	NIA	19047
EUR	CH0027120770	CA58236	120	N/A	171	V/N	171
EUR	XS0176153350	CAS8237	150'000	2790	213'645	3974	217'619
EUR	XS0185349916	CA58238	2.035.000	NA	2'898'451	NIA	2'898'451
nsp	XS0186883798	CA58239	307'287	N/A	307:287	N/A	307287
EUR	XS0189741001	CA58287	541.000	5,265	770546	7.965	778'511
EUR	XS0193035358	CA58291	14,000	49	19940	69	500.00
USD	XS0204933997	CA74140	75'000	1369	75'000	1369	76'369
EUR	XS0205185456	CA58293	20,000	261	71215	372	71'587
asn	XS0207884379	CA36175	20,000	N/A	20,000	N/A	20.000
EUR	XS0208459023	CA58294	30.000	425	42729 -	805	43.334
EUR	XS0210782552	CA67433	12,000	264	17.092	376	17'468
EUR	XS0213629487	CA67434	80,000	N/A	85.458	NIA	85.458
nso	XS0216140094	CA67435	120'000	229	120.000	229	120'677
EUR	XS0218304458	CA67436	125'000	2,965	178'038	4.223	182'261
EUR	XS0229584296	CA67444	320.000	22,362	455'776	317851	487.627
EUR	XS0252835110	CA67483	250'000	1,471	356'075	2096	358'171
CAF	XS0261032238	CA67804	1,000	A/N	11116	NIA	17.16
dsn	XS0277470943	CA67832	225000	N/A	225'000	K/N	225000
EUR	XS0284114567	CA74141	700.000	N/A	010766	AVA	010.255
SEK	XS0293731914	CA92121	440.000	N/A	960,59	A/N	65095
OSD	XS0299103084	CA67884	100.000	N/A	100,000	N/A	100'000
SEK	XS0299624568	CA67909	000.000.6	N/A	1'331'499	AUA	1331,499
EUR	XS0301365945	CA74145	760,000	N/A	1.082'468	NIA	1,082,468

Currency (CCY)	ISIN CODE	Clearstream Blocking Number (#)	Principal to Claim in Local Currency	Accrued Interest to Claim in Local Currency	Principal to Claim in USD (as at 09/15/2008)	Accrued Interest to Claim in USD	Total Claim in USD
CZK	XS0307355445	CA36181	5.800.000	124,004	343.459	7:343	350'803
EUR	XS0307745744	CA67966	500,000	5,225	712150	7908	720058
EUR	XS0308319341	CA67988	30,000	NIA	42729	N/A	42729
CHF	XS0309835139	CA67999	244	NA	272	V/N	272
OSO	XS0319211982	CA68000	200.000	NIA	200.000	NIA	200,000
EUR	XS0319631098	CA68003	3,000,000	N/A	4272900	N/A	4'272'900
asn	XS03Z310B265	CA68033	315'000	N/A	315'000	N/A	315'000
OSD	XS0323849199	CA68127	770'000	N/A	000.077	NA	770'000
EUR	XS03Z3849355	CA68128	960,000	N/A	1367328	NA	1.367.328
asn	XS0324091304	CA68138	1,000,000	N/A	1,000,000	NIA	1,000,000
EUR	XS0326006540	CA68139	200,000	9.784	284'860	13'950	298'810
EUR	XS0326085742	CA68140	1.074.000	N/A	1,529,698	A/A	1.529'698
SEK	XS0326108973	CA69187	12'550'000	N/A	1,856701	A/I/A	1.858.701
CHE	XS0326427480	CA69188	20,000	2.300	55795	2,267	58:362
OSO	XS0328922645	CA69202	000.599	N/A	000:599	N/A	000.599
EUR	XS0328923379	CA69221	2.325.000	N/A	33311498	NIA	3311498
OSD	XS0331874163	CA69222	366'000	46.211	366,000	46'511	412'511
OSD	XS0333449295	CA69278	985'000	N/A	000.586	A/A	000.596
USD	XS0334693818	CA69282	2.000,000	NIA	2,000,000	NIA	5,000,000
OSD	XS0336218762	CA69287	260'000	N/A	260.000	N/A	260'000
asn	XS0336850762	CA58226	400.000	NIA	400.000	NIA	400'000
EUR	XS0336951107	CA69305	503,000	N/A	716:423	A'N	716423
유	XS0338492571	CA69307	2.093.000	NIA	2335:579	N/A	2335579
OSD	XS0338493033	CA69310	60'000	NA	000.09	NA	000.09

Currency (CCY)	ISIN CODE	Clearstream Blocking Number (#)	Principal to Claim in Local Currency	Accrued Interest to Claim in Local Currency	Principal to Claim in USD (as at 09/15/2008)	Accrued Interest to Claim in USD	Total Claim in USD
asn	XS0339408238	CA69311	1.530.922	AIN	1.530.922	WIN CONTRACTOR OF THE PARTY OF	(45 at US/15/20U8)
EUR	XS0339408584	CA91763	1.170'000	N/A	1,666,431	SIN SIN	778.056.1
EUR	XS0339537390	CA36371	150'000	Ϋ́N	213/645	AN AN	100045
EUR	XS0342406716	CA69312	773.000	N/A	1.100984	W N	1100'984
asn	XS0344556864	CA69314	3,824,000	NA	3.854.000	N/A	3.854,000
EUR	XS0344557839	CA69316	1747000	NA	2,488,252	NA	2'488'252
EUR	XS0345061591	CA69317	1,000,000	N/A	1,424,300	NA	1424300
asn	XS0346438061	CA69319	75'000	NIA	75.000	N/A	75'000
asn	XS0345466781	CA69324	110'000	NIA	110'000	NIA	110'000
НКО	XS0349512094	CA69325	1,000.000	AIN	128356	N/A	128366
asn	XS0350764337	CA69327	2,000,000	AIN	2,000,000	V/N	2,000,000
EUR	XS0351766836	CA69328	2'455'000	NIA	3,496,627	NIA	3:496'657
EUR	XS0364438639	CA69329	200.000	NIA	284'860	K Z	284'860
asn	XS0368988522	CA69330	2050000	A'N	2,050,000	N/A	2,050,000
nsp	XS0382037975	CA69332	200.000	A/N	200.000	A/A	200,000
nso	XS0384368485	CA69335	200.000	N/A	200,000	NA	200,000
				TOTAL IN USD	57.458.466	131'855	57'588'321

# Exhibit A to Proof of Claim of EFG Bank AG Exchange Rates (as at 09/15/2008)

EXCHANGE RATE	EXCHANGE RATES (AS AT 09/15/2008)	
Type of Currency (CCY)	Abbreviation	Rate
Euro	EUR	1.4243
Swiss Franc	분	1,1159
Swedish Kronor	SEK	6.7593
Czech Kronor	CZK	16.8870
Australian Dollar	AUD	0.8066
Hong Kong Dollar	HKD	7.7902
United States Dollar	OSD	1.0000

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RECEIVED BY:

DATE

TIME

### EXHIBIT B

[Executed Evidence of Transfer of Claim]

## AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

### TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, EFG Bank AG ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Barclays Bank PLC (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest in 60.0% (USD 3,000,000) of the USD 5,000,000 claim relating to the security with ISIN XS0334693818 specified in Schedule I attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 55837 filed by or on behalf of EFG Bank AG (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights, title and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, principal, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to or evidencing the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, including any right or remedy of Seller or any prior seller against any prior seller in respect of the Transferred Claim, (c) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto, and (d) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"),. For the avoidance of doubt, Purchaser does not assume and shall not be responsible for any obligations or liabilities of the Seller related to or in connection with the Transferred Claims or the Proceedings. The Purchased Claim was transferred from Predecessor to Seller as evidenced at docket # in the Proceedings.
- Seller heroby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Luhman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good legal and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller and all filings required to evidence Seller's title to the Transferred Claim have been duly and timely filed with the Court; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that, with respect to the Transferred Claim, will give rise to any setoff, defense or counterclaim, or will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other allowed unsecured claims; and (g) all amounts due and owing in respect of each Purchased Security have been declared due and payable in accordance with the terms of one or more agreements or instruments relating to any such Purchased Security.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of



Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filling of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this day of September 2011.

Barcleys Bank PLC

Name: Daniel Crowley Title: Managing Director

745 Seventh Ave New York, NY 10019 EFG Bank AG

Name: Title:

By:

Bahnhofstrasse 16 8022 Zurich Switzerland

> Olivier MACE First Vice President Financial Markets EFG Bank AG

via president

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# Purchased Claim

60.0% being USD 3,000,000.00 of USD 5,000,000.00 (the outstanding amount of the Proof of Claim #55837 dated 28 October 2009 relating to the security referred to below with ISIN XS0334693818).

Lehman Programs Securities to which Transfer Relates

Description of Security ISIN/CUSIP	ISIN/CUSIP	Blocking	Issuer	Guaranter	Principal/Notional Coupon Maturity	Coupon	Maturity	Accraed
		Number			Amount			Amount (as of Proof of Claim Filing Date)
Issue of USD 5,000,000 FX Linked Redemption Notes due June 2009 Guaranteed by Lehman Brothers Holdings Inc.	XS0334693818 CA69282	CA69282	Lehman Brothers Treasury Co. B.V.	Lchman Brothers Holdings Inc.	USD 3,000,000 of	NIA	June, 15, 2009	NA

Schedule 1-1